

CO-OPERATION AGREEMENT
between

THE INSTITUTION OF PROFESSIONAL ENGINEERS NEW ZEALAND INCORPORATED
(hereinafter IPENZ)

and

STRUCTURAL ENGINEERING SOCIETY OF NEW ZEALAND INCORPORATED (SESOC)
(hereinafter the CTS)

It is hereby agreed that:

Purpose

1. The purpose of this co-operation agreement is to describe the partner relationship between Structural Engineering Society of New Zealand Incorporated and IPENZ under which Structural Engineering Society of New Zealand Incorporated will operate as a Collaborating Technical Society with IPENZ.

Description of relationship

2. The CTS is a self-supporting society, operating as a separate legal entity to IPENZ.
3. The CTS is democratically self-governing but chooses to operate its activities in harmony with IPENZ within the terms of this agreement.
4. The domain of activity within which the CTS operates is the development and sharing of knowledge in respect of structural engineering.
5. Within the above domain of activity IPENZ recognises that the CTS is the primary vehicle for bringing together those in New Zealand with interests in developing and sharing knowledge, and will not initiate similar activities in that domain otherwise than through partnership with the CTS.
6. Within the above domain of activity, the CTS regards the relationship with IPENZ as its primary partner relationship in respect of professional engineering practice in New Zealand and will consult with IPENZ where it has reasonable cause to believe that any proposed strategy or action might be detrimental to that primary relationship.
7. Within the above domain of activity, IPENZ recognises that the CTS may have strong relationships with other international and local engineering or technological societies or non-profit organisations.
8. Given the importance of national and international collaboration in developing and sharing knowledge, IPENZ recognises that, subject to the provisions of Clause 6, the CTS maintains relationships with the organisations listed in Schedule 1, and may reflect those relationships in an equitable manner in any public or private communications.

9. The CTS shall notify IPENZ of any intention to change Schedule 1, and IPENZ shall not withhold its agreement to any addition or deletion unless the change is detrimental to other activities of IPENZ acting according to its objects and in performing its ongoing role as the representative, competence standard-setting, national professional body for the engineering professions in New Zealand.
10. The CTS will be self-funding, seeking no long term support from IPENZ either as cash or “in kind”, and likewise, IPENZ will seek no financial support from the CTS.
11. The CTS may purchase administrative services from any source, but may request that IPENZ deliver any or all of the services set out in Schedule 2. Any such service delivery will be undertaken on a cost-recovery basis only, and will be subject to the terms of a contractual arrangement that may be varied independently of this co-operation agreement.

Implementation by the CTS

12. The CTS undertakes, as soon as reasonably possible, to incorporate and maintain the following statements, or other words that have equivalent effect and meaning, in its “Objects”:
 - 12.1 To recognise the Institution of Professional Engineers New Zealand Incorporated as the representative, competence standard-setting, national professional body for the engineering professions in New Zealand.
 - 12.2 To meet the needs, and represent the viewpoints, of those with interests in developing and sharing knowledge in {subject area} both by liaising with the Institution of Professional Engineers New Zealand Incorporated as a Collaborating Technical Society, and by liaising with other local or international learned societies and non-profit organisations having similar interests.
13. The officers of the CTS shall be and the governing committee of the CTS shall comprise individuals and not organisations.
14. The CTS may choose to operate internally stratified membership groupings for internal purposes e.g. differing subscription rates but shall not represent members allocated to any of these groupings as having demonstrated any specific professional engineering competence unless this is specifically agreed to by IPENZ. The CTS may operate competence-based membership groupings for non-engineers such as applied scientists who work in conjunction with engineers within the domain of activity
15. The CTS undertakes always to admit members of IPENZ to an appropriate member class provided that the members involved are in good standing, meet the CTS membership criteria and agree to pay the CTS subscription.
16. The CTS will seek to carry out a nationally-relevant programme of activities that is inclusive of IPENZ members expressing interest in the area of engineering specialisation covered by the group and others with relevant knowledge or skills whose inclusion adds value to the activities of the group as a whole and which:
 - 16.1 allows members of the CTS to become informed on important developments and issues occurring on both a national and international level that lie within the domain of activity

- 16.2 operates activities to a standard that enhances, through the association between IPENZ and the CTS, the reputation and standing of the wider engineering professions.
- 16.3 contributes to knowledge development in the domain of activity.
- 16.4 collaborates with IPENZ, to support the identification (in an authoritative manner) of good engineering practice within the domain of activity.
- 16.5 prepares advice for IPENZ and CTS members on public policy issues affecting the area of interest of the CTS
- 16.6 creates a national network amongst people with interests in the domain of activity by regular ongoing communication
- 16.7 proclaims its relationship with IPENZ in association with its engineering-related activities through regular and ongoing use of the IPENZ ENGINEERS NEW ZEALAND co-brand according to the protocols in Schedule 3
- 16.8 supports the national professional competency brands of IPENZ or regulated by IPENZ, and does not develop its own alternatives except by specific agreement with IPENZ
- 16.9 informs IPENZ of its activities, including through the supply of its newsletters sent to National Office
- 16.10 realistically considers cooperative events with IPENZ (nationally, through Branches, or through Technical or Special Interest Groups)

Implementation by IPENZ

- 17. IPENZ regards the CTS as part of the greater IPENZ fraternity and will promote activities undertaken by or with the CTS under the provisions of this agreement as holding precedence over any activities undertaken by or with kindred bodies having overlapping domains of interest
- 18. IPENZ undertakes to:
 - 18.1 promote the activities of the CTS and membership in the CTS as part of the wider marketing activities of the IPENZ fraternity
 - 18.2 extend the IPENZ ENGINEERS NEW ZEALAND brand to any codified outcomes of CTS activity that are approved by IPENZ's normal process for such approvals, and act to promulgate these outcomes according to the protocols in Schedule 3
 - 18.3 consult with the CTS when developing any competence standards within a practice field that falls within or overlaps the domain of activity of the CTS
 - 18.4 seek the advice of the CTS for identifying suitably competent engineers to undertake training to serve as practice field assessors within the domain of activity of the CTS
 - 18.5 within the domain of activity, delegate authority to the CTS to represent IPENZ as a whole on specialist engineering matters within its sphere
 - 18.6 present activities of the CTS to the IPENZ wider membership (e.g. through the NZ engineering calendar) as requested by the CTS on a cost recovery basis
 - 18.7 promote the expertise of the CTS as a whole or of its leading members as part of any programme to promote engineers for advisory roles in public policy and to the wider community
 - 18.8 seek opportunities for cooperation in producing and distributing publications of the CTS (whether electronic, print media or web-based) and those of IPENZ
 - 18.9 include the CTS in activities of IPENZ that may provide benefit to the CTS
 - 18.10 on request, provide administrative and other support services selected from those in Schedule 2 to the CTS on a cost-recovery basis, and in developing the service arrangements give priority to opportunities for minimising the costs through using the economies of scale possible from supporting a group of membership-based organisations.

18.11 Provide the CTS officers with copies of *engineering dimension* and *engineering direct*.

Review and Change of this Agreement

- 19. Either party may request a review at any time of this Co-operation Agreement, but acknowledges that the provisions are designed to be common to the relationships between IPENZ and all other collaborating technical societies, and that retention of a shared model is desirable.
- 20. The schedules to this Agreement can be updated at any time by agreement between the two parties but each acknowledges that it is desirable to keep the Schedule contents as common as possible across all Co-operation Agreements between IPENZ and other collaborating technical societies.
- 21. Either party may withdraw by giving at least six months notice of intention, with the date of dissolution being the first 30 September after expiry of the notice period, unless both parties agree that the dissolution can reasonably occur at an earlier time.

Signed for and on behalf of IPENZ)
by the CHIEF EXECUTIVE of the INSTITUTION)

Date:

Signed for and on behalf of the CTS,)
by the Chairperson of the CTS)

Date:

SCHEDULE 1

Bodies with whom the relationship to the CTS is regarded as equally important as that to IPENZ.

The Institution of Structural Engineers (IStructE)

SCHEDULE 2

Schedule of services available to Collaborating Technical Societies

A. Service Centre Core Services

This group of services must be selected as a complete package for maintaining the membership records of the CTS, collecting subscription income and associated services:

Membership Record Maintenance

- Maintenance of full membership records (covering full contact details incl. phone, fax, e-mail, web and postal), qualifications, affiliations and financial transactions). This includes joining and leaving processes as well as preferences for payment and communication means.
- Annual invoicing with up to three reminders
- Collection of subscriptions including payment through commonly available transaction types such as credit card, direct debit, employer bulk purchase and issuing of receipts

Group Administration (in respect of activities funded mainly from subscriptions)

- Provision of "Registered Office" facilities as a 5 day, 8 hour permanent contact location (postal, phone and fax and web contact points)
- Provision of periodic membership reports
- Committee membership records (lists of committees and their membership history)
- Publications management (records of subscribers, prices etc)
- Provision of archives storage for group records
- Provision of accounts payable and receivable service including capability of credit card and automatic bank debiting/crediting
- Maintenance of financial records to legal requirements and production of monthly and year-end management reports (this includes auditing through the annual IPENZ audit)
- Management of GST and other taxation issues
- Investment management
- Advice on accounting and financial issues.

Information Technology Support

- Development of basic web site (template web site)
- Web Site hosting
- Use of Web Calendar for listing of events
- Internet usage costs for newsletter distribution

B. Additional Services

Additional support over the core services may be requested by a CTS and charged at costs on an "as-used" basis:

- production and distribution of newsletters or other documents produced in multiple copies, whether printed or electronic
- production of audit-ready annual accounts (including audit management) for external audit (required by separately incorporated societies)
- Web site development

SCHEDULE 3

Protocols for co-branding of engineering-related activities

1. The CTS will state that it is a collaborating technical society of IPENZ ENGINEERS NEW ZEALAND on literature produced by or used by the CTS including letterhead paper, Web pages and brochures
2. IPENZ will list the CTS wherever and whenever it proclaims its relationships to other organisations, including on its Web site and in printed literature.
3. If the CTS agrees to present IPENZ as a sponsor of an activity such as course or conference on all related materials, the CTS shall be entitled to free listing of the event on the Web-based New Zealand Engineering Calendar, to listing if space permits in the events section of the *engineering dimension* and two free notices in the IPENZ's weekly electronic newsletter.
4. Should a CTS choose not to proclaim IPENZ as a sponsor then it shall pay normal commercial rates for such advertising.
5. Should IPENZ develop an activity in which it wishes to list the CTS as a co-sponsor of all or part of the activity, and the CTS agrees to be a co-sponsor, then the CTS will actively promote the activity at no cost through its newsletters and other communication channels.
6. Where a CTS prepares a publication or other learned society output, IPENZ is satisfied that the output is of good quality, and the CTS requests it, IPENZ will endorse the output, and for a cost-recovery handling fee, shall market the publication on behalf of the CTS in conjunction with its portfolio of similar services; and both parties shall acknowledge the endorsement
7. Where the CTS and IPENZ agree to jointly develop an activity both parties will use their best endeavours to ensure the success of the activity
8. Where the CTS and IPENZ agree to jointly develop an activity, the outputs of the activity will be identified with both organisations, and both shall use their best endeavours to promote and promulgate the outputs, with any financial return being used first to recover reasonable costs and any resulting surplus being shared in proportion to the acceptance of risk in the venture by the two parties. The shares of risk and surplus will be agreed in advance of the event.
9. Each party shall supply to the other in appropriate medium, a reproducible logo and style guide for its use, and this shall be used in representing any of the relationships described above, together with appropriate wordings of the forms such as: endorsed by, co-sponsored by, sponsored by, supported by.